

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

IN RE: )  
 ) CASE NO. 09-36389-KRH  
Richard Wiley )  
Elizabeth Wiley ) CHAPTER 13  
 )  
Debtor(s) )  
105 Seaton Drive  
Colonial Heights, VA 23836

Last four digits of Social Security or Individual Tax-payer  
Identification (ITIN) No(s)., (if any): 7162 & 5506

**NOTICE OF MOTION TO MODIFY LOAN TERMS**

Debtors, by counsel, have filed papers with the court to Modify Loan Terms.

**Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the Motion, or if you want the court to consider your view on the Motion, then on or before **September 7, 2011** you or your attorney must:

☒ [ X ] File with the court, at the address shown below, a written request for a hearing [or a written response pursuant to Local Bankruptcy Rule 9013-1(H)]. If you mail your request for hearing (or response) to the Court for filing, you must mail it early enough so that the court will **receive** it on or before the date stated above:

United States Bankruptcy Court  
701 E. Broad Street  
Richmond, VA 23219

☐ [ ] Attend a hearing to be scheduled at a later date. You will receive separate notice of hearing. **If no timely response has been filed opposing the relief requested, the court may grant the relief without holding a hearing.**

☐ [ ] Attend the hearing on the motion scheduled to be held on \_\_\_\_\_ at \_\_\_\_\_ M. at the United States Bankruptcy Court, 701 E. Broad Street, Courtroom No. \_\_\_\_\_, Richmond, VA 23219.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

You must also mail a copy to the attorney for the Debtor(s) and to the Chapter 13 Trustee:

Richard J. Oulton , Esq., VSB # 29640  
P.O. Box 5928  
Glen Allen, VA 23058

Carl M. Bates  
P.O. Box 1819  
Richmond, VA 23218-1819

If no timely responses are filed opposing the motion, the Court determine that you do not oppose the action sought in the motion and may enter an order granting the requested relief

Date: **8/10/2011**

/s/ Richard J. Oulton  
Richard J Oulton, Esq, VSB# 29640  
The Debt Law Group, PLLC  
P.O. Box 5928  
Glen Allen, VA 23058  
804-308-0051 (ph)  
804-308-0053 (fax)  
Counsel for Debtor

**Certificate of Service**

I certify that on August 10, 2011 a copy of this document was mailed, first class, postage prepaid, to Carl M. Bates P.O. Box 1819 Richmond, VA 23218-1819, and all necessary parties attached hereto.

/s/ Richard J. Oulton  
Richard J. Oulton , Esq

Citi Mortgage  
Attn: Loss Mitigation Department #0010  
5280 Corporate Drive  
Frederick, MD 21702

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| Richard Wiley   | ) |                       |
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|                 | ) |                       |
| Debtor(s)       | ) |                       |

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MOTION TO MODIFY LOAN TERMS

NOW COMES the debtors, by counsel and move the court to Approve the Agreement to Amend Loan Terms (hereinafter "Motion") and in support of their Motion allege and state as follows, to-wit:

1. The Bankruptcy Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §1471 and 11 U.S.C. §362.

2. Movant(s) are the Debtor(s) herein.

3. The Debtor(s) are the owner of certain real property located at:

105 Seaton Dr. Colonial Heights, VA 23836

(the property) and described more fully as:

ALL that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Colonial Heights, VA and being known, numbered and designated as Lot No. 7, in Block "C", as shown on a plat of "Sherwood Hills 5", dated December 12, 1972, made by Bremner-Youngblood & Sharp, Inc., Engineers, of record in the Clerk's Office of the Circuit Court of the City of Colonial Heights, VA, in Plat Book 2, page 8.

4. CitiMortgage, (Lender) has offered a Loan Modification Agreement to the Debtor on the following Deed of Trust:

a. Deed of Trust Note dated October 13, 2004, which note is Secured by a Deed of Trust of even date therewith and duly recorded on the Subject Property.

b. Current Unpaid principal balance: \$163,579.38

5. The Debtor and the Lender have engaged in settlement discussions and have

reached an Agreement of Loan Modification (“Agreement”) with respect to the loan terms of the Note referenced upon the following terms:

- a. That as of August 10, 2011, the Principal balance of the note was \$163,579.38 (Unpaid Principal Balance)
- b. Monthly payments of \$1,487.71 (estimated Principal and Interest of \$1,119.82 and estimated Taxes and Insurance of \$367.35) with interest rate at 6.500%
- c. That as of August 10, 2011 the approximate pay off balance is \$163,579.38
- d. That the Modified Unpaid Principal Balance will be \$179,101.48 with a fixed interest rate of 5.000%.
- e. That Debtor shall make monthly payments of \$1,279.29 (estimated Principal and Interest of \$961.46 and estimated Taxes and Insurance of \$317.83) beginning on 9/1/2011 for 360 months.
- f. The maturity date of the note will be 10/1/2014.
- g. All other terms of the Note shall remain effective and enforceable as set forth in said Note.

6. The lower monthly payment will result in the Debtors’ enhanced ability to fund their Chapter 13 bankruptcy plan with increasing gas, food, and electricity costs. WHEREFORE, Debtor prays this Court enter the Agreed Order to Amend Loan Terms approving the Loan Modification Agreement and the CitiMortgage shall file an amended claim removing any arrears accounted for in the Loan Modification and further grant such other and further relief as the Court deems just and proper

Respectfully submitted,

Richard Wiley  
Elizabeth Wiley

/s/ Richard J Oulton  
Richard J. Oulton VSB#29640  
The Debt Law Group, PLLC  
P.O. Box 5928  
Glen Allen, VA 23058  
804-308-0051 (ph)

804-308-0053 (fax)  
Counsel for Debtor

### CERTIFICATION OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was delivered by postage prepaid mail, fax or by electronic transmission, on August 10, 2011 to the following and all other necessary parties:

Citi Mortgage  
Attn: Loss Mitigation Department #0010  
5280 Corporate Drive  
Frederick, MD 21702

Carl M. Bates  
P.O. Box 1819  
Richmond, VA 23218-1819

/s/ Richard J. Oulton  
Richard J. Oulton

### *Creditors*

**CitiMortgage, Inc.**  
PO Box 140609  
Irving, TX 75019-0609

**acb American, Inc**  
PO Box 177  
Cincinnati, OH 45201-0177

**Amca**  
2269 S Saw Mill River Road  
Bldg 3  
Elmsford, NY 10523-0000

**American Express Centurion Bank**  
c/o Becket and Lee LLP  
POB 3001  
Malvern PA 19355-0701

**Amex**  
P.O. Box 297871  
Fort Lauderdale, FL 33329-7871

**Ashley Funding Services LLC its successors and**  
assigns as assignee of Laboratory Corp  
of America Holdings  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

**B-Line, LLC**  
MS 550  
PO Box 91121  
Seattle, WA 98111-9221

**Bank Of America**  
Po Box 1598  
Norfolk, VA 23501-0000

**BCC Financial Management Servi**  
PO box 47248  
Oak Park, MI 48237-0000

**Beneficial/Hfc**  
Po Box 1547  
Chesapeake, VA 23327-0000

**Berkeley & DeGaetani**  
1301 N. Hamilton Street  
Suite 200  
Richmond, VA 23230-3959

**Bna Financial Bureau**  
8000 Safari Dr  
Smyrna, TN 37167-0000

**Bon Secours**  
P.O.Box 28538  
Richmond, VA 23228-0000

**Cap One**  
Po Box 85520  
Richmond, VA 23285-0000

**CAPITAL ONE BANK USA, N.A.**  
BY AMERICAN INFOSOURCE LP AS AGENT  
PO Box 71083  
Charlotte, NC 28272-1083

**Cawthorn, Picard, Rowe, Deste**  
8310 Midlothian Turnpike  
Richmond, VA 23235-0000

**Chippenham & Johnston-Willis H**  
500 Hioaks Rd  
Richmond, VA 23225-0000

**Cit Bank/Dfs**  
12234 N lh 35 Sb Bldg B  
Austin, TX 78753-0000

**Citimortgage Inc**  
Po Box 9438  
Gaithersburg, MD 20898-0000

**CitiMortgage, Inc.**  
1000 Technology Drive  
O Fallon, Missouri 63368-2240

**City of Colonial Heights Treas**  
PO Box 3401  
Colonial Heights, VA 23834-9001

**Comcast**  
2033 East Whitehill Rd  
Prince George, VA 23875-1249

**Commonwealth Anesthesia**  
PO Box 35808  
Richmond, VA 23235-0000

**Credit Adjustment Bo**

306 East Grace Street  
Richmond, VA 23219-0000

**Credit Adjustment Board, Inc**  
306 East Grace Street  
Richmond, VA 23219-0000

**Equidata**  
724 Thimble Shoals Blvd  
Newport News, VA 23606-0000

**Equidata**  
PO Box 6610  
Newport News, VA 23606-0610

**Fast Auto Loans, Inc**  
PO Box 1042  
Ashland, VA 23005-4042

**Fast Auto Loans, Inc.**  
c/o Sonya L. Salkin, Esq.  
1776 N. Pine Island Road, Ste. 218  
Plantation, FL 33322

**FIA Card Services NA aka Bank of America**  
By PRA Receivables Management, LLC  
PO Box 12907  
Norfolk VA 23541

**GE Consumer Finance**  
For GE Money Bank  
dba COLONIAL CYCLESPOITS  
PO Box 530912  
Atlanta GA 30353-0912

**GE Money Bank**  
PO Box 981127  
El Paso, TX 79998-1127

**Gemb/Sams**  
Po Box 981400  
El Paso, TX 79998-0000

**Gemb/Sams Club**  
Po Box 981400  
El Paso, TX 79998-0000

**Gemb/Triumph**  
Po Box 6153  
Rapid City, SD 57709-0000

**Gemb/Walmart**  
Po Box 981400  
El Paso, TX 79998-0000

**Hsbc Bank**  
Po Box 5253  
Carol Stream, IL 60197-0000

**HSBC Consumer Lending Mortgage Services**  
Bankruptcy Department  
961 Weigel Drive  
Elmhurst, IL 60126

**MiraMed Revenue Group, LLC**  
PO Box 536  
Linden, MI 48451-0536

**National Capital Management, LLC.**  
8245 Tournament Drive  
Suite 230  
Memphis, TN 38125

USA

**Nco Fin/51**  
Po Box 13574  
Philadelphia, PA 19101-0000

**NCO Financial Systems**  
1804 Washington Blvd  
Dept 600  
Baltimore, MD 21230-0000

**NCO Financial Systems,INC**  
PO Box 15760  
Dept 07  
Wilmington, DE 19850-5760

**NexCare**  
PO Box 85005  
Richmond, VA 23285-0000

**Pediatric Hospitalists**  
7229 Forest Avenue  
Suite 208  
Richmond, VA 23226-0000

**Pellettieri**  
991 Oak Creek Dr  
Lombard, IL 60148-0000

**Portfolio Recovery Associates, LLC**  
PO Box 41067  
Norfolk, VA 23541-1067

**PRA Receivables Management, LLC**  
As Agent Of Portfolio Recovery Assocs.  
POB 41067  
NORFOLK VA 23541

**Professional Account Services**  
PO 188  
Brentwood, TN 37024-0000

**Richmond Plastic Surgeons, Inc**  
5899 Bremo Road  
Suite 205  
Richmond, VA 23226-0000

**Sears/Cbsd**  
Po Box 6189  
Sioux Falls, SD 57117-0000

**Southside Regional Medical Center**  
c/o Michael I. Mossman, Attorney at Law  
P.O. Box 330129  
Nashville, TN 37203-7501

**Thd/Cbsd**  
Po Box 6497  
Sioux Falls, SD 57117-0000

**The Oulton Law Firm, PLLC**  
2807 N Parham Rd Suite 107  
Richmond, VA 23294

**VEI Surgery Pavilion**  
400 Westhampton Station  
Richmond, VA 23226-0000

**Virginia Ear Nose & Throat**  
PO Box 36007  
Richmond, VA 23235-8000



**Virginia Ear, Nose & Throat Associates, P.C.**

C/O Berkeley & DeGaetani  
1301 N. Hamilton St., Suite 200  
Richmond, VA 23230-3959

**Wells Fargo**

PO Box 98784  
Las Vegas, NV 89193-0000

**Wells Fargo Bank NA**

4137 121st Street  
Urbandale IA 50323

**Wells Fargo Financial Virginia, Inc.**

4137 121st Street  
Urbandale, IA 50323

**Wff Cards**

3201 N 4th Ave  
Sioux Falls, SD 57104-0000

**Wffinance**

9710 Midlothian Tpke  
Richmond, VA 23235-0000

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|                 | ) | CHAPTER 13            |
|                 | ) |                       |
| Debtor(s)       | ) |                       |
| _____           | ) |                       |

PROPOSED  
ORDER MODIFYING LOAN TERMS

THIS CAUSE came on this day to consider the Motion to Approve Agreement to Amend Loan Terms ("Motion") filed herein by Richard Wiley and Elizabeth Wiley, Debtor(s) (hereinafter "Debtor(s)"). The Court, having reviewed the pleadings filed herein and being fully advised in the premises, orders as follows, to-wit:

IT APPEARING TO THE COURT that CitiMortgage (Lender). has offered a Loan Modification Agreement to the Debtor of a certain Deed of Trust Note by the Debtor with CitiMortgage of a certain Deed of Trust Note dated October 13, 2004, which note is Secured by a Deed of Trust of even date therewith and duly recorded on the Subject Property; and

IT FURTHER APPEARING TO THE COURT that the Lender has holds a secured interest in certain real property titled in the name of the Debtor located at 105 Seaton Dr Colonial Heights, VA 23836 (the property), and described more fully as:

ALL that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Colonial Heights, VA and being known, numbered and designated as Lot No. 7, in Block "C", as shown on a plat of "Sherwood Hills 5", dated December 12, 1972, made by Bremner-Youngblood & Sharp, Inc., Engineers, of record in the Clerk's Office of the Circuit Court of the City of Colonial eights, VA, in Plat Book 2, page 8.

IT FURTHER APPEARING TO THE COURT that the Lender and Debtor have engaged in

further settlement discussions and have reached an agreement (“Agreement”) with respect to the loan terms of the Note referenced in Debtor’s Motion and the Debtor and the Lender have been informed of the terms of this Agreement;

IT FURTHER APPEARING TO THE COURT that said Agreement is fair and reasonable;

IT FURTHER APPEARING TO THE COURT that The lower monthly payment will result in the Debtors’ enhanced ability to fund their Chapter 13 bankruptcy plan despite the nationwide increase in gas, food, and electricity costs.

IT FURTHER APPEARING TO THE COURT that the Trustee was served with the Debtor's Motion; it is hereby

ORDERED that the Motion is granted and Debtor and the Lender may enter into a loan modification agreement, the terms of which are referenced in Debtor’s Motion and below, and which are set forth as follows:

- a. That as of August 10, 2011, the Principal balance of the note was \$163,579.38 (Unpaid Principal Balance)
- b. Monthly payments of \$1,487.71 (estimated Principal and Interest of \$1,119.82 and estimated Taxes and Insurance of \$367.35) with interest rate at 6.500%
- c. That as of August 10, 2011 the approximate pay off balance is \$163,579.38
- d. That the Modified Unpaid Principal Balance will be \$179,101.48 with a fixed interest rate of 5.000%.
- e. That Debtor shall make monthly payments of \$1,279.29 (estimated Principal and Interest of \$961.46 and estimated Taxes and Insurance of \$317.83) beginning on 9/1/2011 for 360 months.
- f. The maturity date of the note will be 10/1/2014.
- g. All other terms of the Note shall remain effective and enforceable as set forth in said Note.

WHEREFORE it is hereby ORDERED that the Debtor and Lender have the authority to enter into the Loan Modification Agreement with the aforesaid terms; and

WHEREFORE all arrears having been included in the new principal balance, it is hereby ORDERED that the Debtor and the Trustee is relieved from making payments on the arrears claim. However, in the event that the loan modification is not successful, CitiMortgage or its authorized agents, may forward a letter to Debtors' Counsel and the Chapter 13 Trustee, advising that the loan modification was not successful. Such letter shall request that any arrears that were previously being paid through the Debtors Chapter 13 case, be reinstated. The letter shall request endorsement from Debtors counsel and the Chapter 13 Trustee and upon such endorsements, shall be filed with the Court and upon all such endorsements being present, the Chapter 13 Trustee shall begin making payments towards the arrearage claim; and it is further

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
United States Bankruptcy Judge

I ASK FOR THIS:

/s/ Richard J. Oulton  
Richard J. Oulton VSB#29640  
The Debt Law Group, PLLC  
P.O. Box 5928  
Glen Allen, VA 23058  
804-308-0051 (ph)  
804-308-0053 (fax)  
Counsel for Debtor

SEEN AND AGREED:

\_\_\_\_\_  
Carl M. Bates

**LOCAL RULE 9022-1 (C) CERTIFICATION**

COMES NOW the Debtor, by counsel and pursuant to Local Rule 9022-1(C)(1) advises the Court that the foregoing Order has been endorsed by all the necessary parties.

/s/ Richard J. Oulton

Richard J Oulton

**LIST OF PARTIES TO  
RECEIVE NOTICE OF ENTRY OF ORDER**

COMES NOW the Debtor, by counsel, and pursuant to local Rule 9022-1(B)(1) advises the Court that the following is a list of all parties to whom notice of the entry of order should be given, to-wit:

Richard J. Oulton VSB #29640  
The Debt Law Group, PLLC  
Counsel for the Debtor  
P.O. Box 5928  
Glen Allen, VA 23058

Carl M. Bates  
P.O. Box 1819  
Richmond, VA 23218-1819

Richard and Elizabeth Wiley  
105 Seaton Dr.  
Colonial Heights, VA 23836